

## CONSERVATION GRANT AGREEMENT

This AGREEMENT is made this 10th day of January, 20 17, by and between **PUGET SOUND ENERGY** ("PSE") and **CITY OF EVERETT** ("Participant").

### RECITALS

- A. Under PSE's Electric Schedule 83 and Gas Schedule 183, as currently in effect and on file with the Washington Utilities and Transportation Commission (collectively, "Tariffs"), PSE offers grants for certain conservation measures installed or implemented at facilities that receive electric or natural gas service from PSE.
- B. Participant intends to install or implement conservation measures and is requesting a grant from PSE.

### AGREEMENTS

PSE and Participant agree as follows:

1. **PROJECT PREMISES/METER LOCATION ADDRESS: 2710 WETMORE AVENUE EVERETT, WA 98201 - CITY OF EVERETT PERFORMING ARTS CENTER** (*Please note: meter location/address may differ from the site mailing address*). Participant will install or implement the conservation measures listed in paragraph 2 ("Conservation Measures") at the above located facilities (the "Premises"). Participant represents either (a) that it is the owner or otherwise has the lawful authority to make the statements herein on behalf of the owner of the Premises, or (b) that it is the lawful tenant of the Premises and that it has obtained written authorization from the owner of the Premises.
2. **Conservation Measures.** Participant represents that it will purchase equipment or materials or has entered or will enter into an agreement with one or more contractors (the "Contractor") for the purchase and installation or implementation at the Premises of the Conservation Measures which may be detailed in *Attachment C: Attachment to Conservation Grant*, at the following costs:

	Conservation Measures	Measure Life	Total Cost	Eligible Grant
1	HVAC controls only - GAS	10	\$53,838.00	\$24,420.00
	<b>TOTAL (includes sales tax)</b>		<b>\$53,838.00</b>	<b>\$24,420.00</b>

Participant represents that the total cost of the Conservation Measures is the net amount of its obligation with respect thereto.

3. **Grant.** Subject to PSE acceptance, PSE will grant the Participant, after installation of the Conservation Measures, an amount equal to the Eligible Conservation Grant (the "Grant") set forth on Attachment C, provided, however, that such Conservation Measures must be installed, and Grant paid within 24 months or less of the signing of this Conservation Grant Agreement. If for any reason the installed cost of the Conservation Measures is less than the amount shown above and on Attachment C, PSE may decrease pro rata the amount of the Grant. Participant shall be responsible for paying any amount in excess of the amount of the Grant.

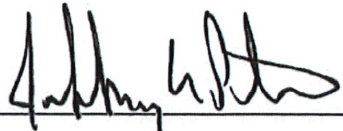
## CONSERVATION GRANT AGREEMENT

4. **Separate Contract.** Participant acknowledges and agrees that PSE is not, and shall not be deemed to be, a party to any purchase or installation contract relating to Conservation Measures, which shall be installed pursuant to a contract between Participant and its Contractor(s). Participant expressly acknowledges that PSE's involvement with respect to any aspect of the Conservation Measures is limited to the furnishing of the Grant. **PSE HAS NOT MADE AND DOES NOT MAKE (AND PARTICIPANT ACKNOWLEDGES THAT PSE DOES NOT MAKE) ANY IMPLIED OR EXPRESS WARRANTY (INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS) REPRESENTATION, OR PROMISE WITH RESPECT TO EITHER (A) THE CONSERVATION MEASURES, (B) ANY MATERIALS AND LABOR REQUIRED FOR OR USED IN THE INSTALLATION OF THE CONSERVATION MEASURES, OR (C) THE INSTALLATION OF THE CONSERVATION MEASURES.**
5. **Final Cost Documentation, Access & Inspection:** Participant agrees to promptly provide PSE, upon request, and for a period no shorter than the longest applicable measure life: (1) documentation verifying equipment purchased and/or work performed in connection with the Conservation Measures installed; (2) reasonable access to and inspection of the Facility and Conservation Measures installed therein before, during and/or after implementation; and (3) reasonable access to, inspection and use of energy usage data related to the Conservation Measures including release of utility bills and Facility energy consumption information following implementation.
6. **Release.** Participant releases PSE from any and all claims, losses, harm, costs, liabilities, damages and expenses directly or indirectly resulting from or in connection with (a) the Conservation Measures, (b) any materials and labor required for or used in the installation of the Conservation Measures, (c) the installation of the Conservation Measures, or (d) the identification, handling and disposal of any associated hazardous waste materials.
7. **Disclaimer.** PSE conducts energy analyses at the request of its customers to determine the extent to which conservation measures are cost-effective. Any estimate of energy savings made by PSE in connection with any such analyses is solely for the purpose of determining the cost-effectiveness of the particular conservation measures and not to be used for any other purpose. PSE has not and does not make any promise, warranty or representation with respect to any savings in energy consumption from Conservation Measures.
8. **Termination.** In the event a Participant's contribution to PSE's recovery of energy efficiency program costs is affected by all or a portion of Participant's electric and/or gas delivery service being provided by a party other than PSE, then Participant shall refund to PSE an amount equal to the ratio of the unused Measure Life of the measure(s) to the total Measure Life of such Conservation Measure(s) multiplied by the dollar amount of the Grant with respect to such Conservation Measure(s).
9. **Incorporation of tariffs by reference.** This Agreement and the *Attachment To Conservation Grant* are subject to the terms of the Tariffs, incorporated herein by reference. Specific terms and conditions from one or more conservation schedules from similar filed tariffs may also apply, as determined by PSE at its sole discretion, based on various criteria. A complete list of conservation schedules is available at:  
  
[http://pse.com/aboutpse/Rates/Pages/Electric-Rate-Schedules.aspx?Schedule\\_x0020\\_Type=Conservation](http://pse.com/aboutpse/Rates/Pages/Electric-Rate-Schedules.aspx?Schedule_x0020_Type=Conservation).
10. **Entire Agreement.** This Agreement and its attachments set forth the entire agreement between the parties and supersede any and all prior agreements with respect to the Conservation Measures. No change, amendment or modification of any provision of this Agreement shall be valid unless set forth in writing and signed by both parties.



CONSERVATION  
GRANT AGREEMENT

PUGET SOUND ENERGY

By: 

Jeff Petersen on behalf of

Name: Corey Corbett

Title: Mgr., Business Energy Management

PARTICIPANT

By: 

Print Name: Ray Stephanson

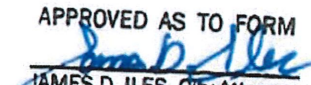
Title: Mayer

Federal Tax I.D. No.: 91-6001248

ATTEST:

  
Deputy City Clerk

APPROVED AS TO FORM

  
JAMES D. ILES, City Attorney



## ATTACHMENT C TO CONSERVATION GRANT

*Conservation Measure(s) shall consist of the following:*

The project is to provide new DDC system to replace the existing DDC control system, including new front-end interface, control components, water and air temperature sensors, and appurtenances. Below are the project specifics:

- A. Software and programming to add the following sequence of operation
  - 1) Provide schedules for all HVAC equipment with night setback and OA closed for night heating.
  - 2) Provide optimum start programming for all AHUs with outside air closed and boilers.
  - 3) Provide supply fan static reset for all VAV air handlers.
- B. AHU-2 (Stage), AHU-4 (Auditorium), AHU-5 (Multipurpose Room): Provide CO2 based demand ventilation control.

The above specifications are solely for the purpose of defining energy-related components of Conservation Measure(s) for which the Grant is offered. Puget Sound Energy is not responsible for ensuring the health, safety, comfort, or well-being of workers or facility occupants or the suitability of equipment selected for the intended application. It is the responsibility of the grant Participant and the Participant's hired designers, contractors, consultants to ensure compliance of the Conservation Measure(s) with Participant's needs and all applicable codes and standards.

The following shall be submitted by Participant prior to Grant payment:

- ☒ Completed Request for Taxpayer I.D. Number ("W-9").
- ☒ Copies of invoicing (no purchase orders, quotes, or estimates) for all expenses, including but not limited to equipment, materials, and labor associated with installation of Conservation Measure(s).
- ☐ Other (specify): \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

## **ATTACHMENT C TO CONSERVATION GRANT**

*Conservation Measure(s) shall be verified as follows prior to Grant payment:*

- A. Contractor shall verify proper installation and operation of the DDC controls to ensure that control device and components are calibrated, adjusted and operate in accordance with approved sequences of operation.
- B. Trends must be provided to PSE both in raw data and graphic form with appropriate points to demonstrate proper operation of all HVAC sequences.
- C. Trended data for the multipurpose room and the auditorium: Discharge air temp and set point, space temp and setpoint, mixed air temp, return air sensor temp, % outside air, outside air temp, CO2 ppm and set point; duct static pressure and set point
- D. Contractor shall provide completed commissioning documentation showing systems passed and are operating per design.

If intended energy savings are not being achieved by Conservation Measure(s) because specified equipment efficiency parameters or performance parameters defined above are not used, Participant shall be required to correct such deficiencies prior to Grant payment. Failure to comply with specified equipment efficiency or performance parameters may result in forfeiture or reduction of Grant payment.

